

SUBCOMMITTEE: SUBCOMMITTEE #2

HOUSE BILL NO. 857

AMENDMENT IN THE NATURE OF A SUBSTITUTE

(Proposed by the House Committee on General Laws

on February 3, 2018)

(Patron Prior to Substitute--Delegate Peace)

1 A BILL to amend and reenact §§ 55-222, 55-225, 55-225.01, 55-225.4, 55-225.6, 55-225.7, 55-225.10,  
 2 55-225.19, 55-225.24, 55-225.26, 55-225.30, 55-246.1, 55-248.3:1, 55-248.7:2, 55-248.9:1, 55-  
 3 248.13:3, 55-248.15:1, and 55-248.16 of the Code of Virginia and to amend the Code of Virginia  
 4 by adding sections numbered 55-225.12:1, 55-225.13:1, 55-225.22:1, 55-225.49, 55-225.50, and  
 5 55-248.21:3, relating to landlord and tenant law.

**Be it enacted by the General Assembly of Virginia:**

6 **1. That §§ 55-222, 55-225, 55-225.01, 55-225.4, 55-225.6, 55-225.7, 55-225.10, 55-225.19, 55-225.24,**  
 7 **55-225.26, 55-225.30, 55-246.1, 55-248.3:1, 55-248.7:2, 55-248.9:1, 55-248.13:3, 55-248.15:1, and 55-**  
 8 **248.16 of the Code of Virginia are amended and reenacted and that the Code of Virginia is amended**  
 9 **by adding sections numbered 55-225.12:1, 55-225.13:1, 55-225.22:1, 55-225.49, 55-225.50, and 55-**  
 10 **248.21:3 as follows:**

11 **§ 55-222. Notice to terminate a tenancy in nonresidential premises; notice of change in use**  
 12 **of multifamily residential building.**

13 A. A tenancy in a nonresidential premises from year to year may be terminated by either party  
 14 giving three months' notice, in writing, prior to the end of any year of the tenancy, of his intention to  
 15 terminate the same. A tenancy from month to month may be terminated by either party giving 30 days'  
 16 notice in writing, prior to the next rent due date, of his intention to terminate the same, unless the rental  
 17 agreement provides for a different notice period. Written notice of termination shall be given in accordance  
 18 with this chapter or the lease agreement.

19 B. In addition to the termination rights set forth in subsection A, and notwithstanding the terms of  
 20 the lease, the landlord may terminate ~~the a~~ lease [agreement in a multifamily residential building](#) due to

27 rehabilitation or a change in the use of all or any part of ~~a~~ such building ~~containing that contains~~ at least  
28 four residential units, upon 120 days' prior written notice to the tenant. Changes in use shall include but  
29 not be limited to conversion to hotel, motel, apartment hotel or other commercial use, planned unit  
30 development, substantial rehabilitation, demolition or sale to a contract purchaser requiring an empty  
31 building. This 120-day notice requirement shall not be waived except in the case of a tenancy from month  
32 to month, which may be terminated by the landlord by giving the tenant 30 days' written notice prior to  
33 the next rent due date of the landlord's intention to terminate the tenancy.

34 The written notice required by this section to terminate a tenancy shall not be contained in the  
35 rental agreement or lease, but shall be a separate writing.

36 **§ 55-225. Failure to pay certain rents after five days' notice forfeits right of possession.**

37 If any tenant or lessee of commercial or other nonresidential premises ~~in a city or town, or in any~~  
38 ~~subdivision of suburban and other lands divided into building lots for residential purposes, or of premises~~  
39 ~~anywhere used for residential purposes, and not for farming or agriculture~~, being in default in the payment  
40 of rent, shall so continue for five days after notice, in writing, requiring possession of the premises or the  
41 payment of rent, such tenant or lessee shall thereby forfeit his right to the possession. In such case, the  
42 possession of the defendant may, at the option of the landlord or lessor, be deemed unlawful, and he may  
43 proceed to recover ~~in the same manner provided by Article 13 (§ 8.01-124 et seq.) of Chapter 3 of Title~~  
44 8.01 possession of the premises.

45 ~~Nothing, however, shall be construed to prohibit a landlord from seeking an award of costs or~~  
46 ~~attorney's fees under § 8.01-27.1 or civil recovery under § 8.01-27.2 as part of the damages requested on~~  
47 ~~an unlawful detainer action filed pursuant to § 8.01-126 provided the landlord has given notice, which~~  
48 ~~notice may be included in a five-day termination notice provided in accordance with this section. The right~~  
49 to evict a tenant whose right of possession has been terminated in any commercial or other nonresidential  
50 tenancy under this chapter may be effectuated by self-help eviction without further legal process so long  
51 as such eviction does not incite a breach of the peace. However, nothing herein shall be construed to  
52 preclude termination of any commercial or other nonresidential tenancy by the filing of an unlawful  
53 detainer action as provided by Article 13 (§ 8.01-124 et seq.) of Chapter 3 of Title 8.01, entry of an order

54 [of possession, and eviction pursuant to § 55-237.1. Notices for failure to pay rent for residential dwelling](#)  
55 [units under this chapter shall be in accordance with § 55-225.43.](#)

56 **§ 55-225.01. Sections applicable only to certain residential tenancies.**

57 A. Residential tenancies. The Virginia Residential Landlord and Tenant Act (§ 55-248.2 et seq.)  
58 shall apply to occupancy in any single-family residential dwelling unit and any multifamily dwelling unit  
59 located in Virginia unless exempted pursuant to the provisions of this section. [Occupancy in a public](#)  
60 [housing unit or other housing unit that is a residential dwelling unit is subject to this chapter, however, if](#)  
61 [the provisions of this chapter are inconsistent with the regulations of the Department of Housing and](#)  
62 [Urban Development, such regulations shall control.](#)

63 B. Exempt residential dwelling units.

64 1. Where the landlord is a natural person, an estate, or a legal entity that owns no more than two  
65 single-family residential dwelling units in its own name subject to a rental agreement, such landlord may  
66 opt out of the Virginia Residential Landlord and Tenant Act (§ 55-248.2 et seq.) by so stating in a rental  
67 agreement with a tenant. Such residential dwelling units shall be exempt from the Virginia Residential  
68 Landlord and Tenant Act (§ 55-248.2 et seq.), and the provisions of §§ 55-225.01 through 55-225.48 shall  
69 be applicable.

70 2. Where occupancy is under a contract of sale of a dwelling unit or the property of which it is a  
71 part, if the occupant is the purchaser or a person who succeeds to his interest, ~~the provisions of this chapter~~  
72 ~~shall apply.~~

73 C. Tenancies and occupancies that are not residential tenancies. The following occupancies are not  
74 residential tenancies under this chapter:

75 1. Residence at a public or private institution, if incidental to detention or the provision of medical,  
76 geriatric, educational, counseling, religious, or similar services;

77 2. Occupancy by a member of a fraternal or social organization in the portion of a structure  
78 operated for the benefit of the organization;

79 3. Occupancy by an owner of a condominium unit or a holder of a proprietary lease in a  
80 cooperative;

81 4. Occupancy in a campground as defined in § 35.1-1;

82 5. Occupancy by a tenant who is not required to pay rent pursuant to a rental agreement; or

83 6. Occupancy by an employee of a landlord whose right to occupancy in a multifamily dwelling  
84 unit is conditioned upon employment in and about the premises or a former employee whose occupancy  
85 continues less than 60 days; ~~or~~

86 ~~7. Occupancy in a public housing unit or other housing unit subject to regulation by the Department~~  
87 ~~of Housing and Urban Development if the provisions of this chapter are inconsistent with the regulations~~  
88 ~~of the Department of Housing and Urban Development.~~

89 D. Occupancy in hotel, motel, and extended stay facility.

90 1. A guest who is an occupant of a hotel, motel, extended stay facility, vacation residential facility,  
91 including those governed by the Virginia Real Estate Time-Share Act (§ 55-360 et seq.), boardinghouse,  
92 or similar transient lodging shall not be construed to be a tenant living in a dwelling unit if such person  
93 does not reside in such lodging as his primary residence. Such guest shall be exempt from this chapter,  
94 and the innkeeper or property owner, or his agent, shall have the right to use self-help eviction under  
95 Virginia law, without the necessity of the filing of an unlawful detainer action in a court of competent  
96 jurisdiction and the execution of a writ of possession issued pursuant to such action, which would  
97 otherwise be required under this chapter.

98 2. A hotel, motel, extended stay facility, vacation residential facility, boardinghouse, or similar  
99 transient lodging shall be exempt from the provisions of this chapter if overnight sleeping  
100 accommodations are furnished to a person for consideration if such person does not reside in such lodging  
101 as his primary residence.

102 3. If a person resides in a hotel, motel, extended stay facility, vacation residential facility, including  
103 those governed by the Virginia Real Estate Time-Share Act (§ 55-360 et seq.), boardinghouse, or similar  
104 transient lodging as his primary residence for fewer than 90 consecutive days, such lodging shall not be  
105 subject to the provisions of this chapter. However, the owner of such lodging establishment shall give a  
106 five-day written notice of nonpayment to a person residing in such lodging and, upon the expiration of the

107 five-day period specified in the notice, may exercise self-help eviction if payment in full has not been  
108 received.

109 4. If a person resides in a hotel, motel, extended stay facility, vacation residential facility, including  
110 those governed by the Virginia Real Estate Time-Share Act (§ 55-360 et seq.), boardinghouse, or similar  
111 transient lodging as his primary residence for more than 90 consecutive days or is subject to a written  
112 lease for more than 90 days, such lodging shall be subject to the provisions of this chapter.

113 **§ 55-225.4. Tenant to maintain dwelling unit.**

114 A. In addition to the provisions of the rental agreement, the tenant shall:

115 1. Comply with all obligations primarily imposed upon tenants by applicable provisions of  
116 building and housing codes materially affecting health and safety;

117 2. Keep that part of the premises that he occupies and uses as clean and safe as the condition of  
118 the premises permit;

119 3. Keep that part of the dwelling unit and the part of the premises that he occupies free from insects  
120 and pests, as those terms are defined in § 3.2-3900, and promptly notify the landlord of the existence of  
121 any insects or pests;

122 4. Remove from his dwelling unit all ashes, garbage, rubbish, and other waste in a clean and safe  
123 manner and in the appropriate receptacles provided by the landlord;

124 5. Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition  
125 permits;

126 6. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-  
127 conditioning and other facilities and appliances, including an elevator in a multifamily premises, and keep  
128 all utility services paid for by the tenant to the utility service provider or its agent on at all times during  
129 the term of the rental agreement;

130 7. Not deliberately or negligently destroy, deface, damage, impair or remove any part of the  
131 premises or permit any person to do so whether known by the tenant or not;

132 8. Not remove or tamper with a properly functioning smoke detector, including removing any  
133 working batteries, so as to render the smoke detector inoperative, and shall maintain such smoke detector

134 in accordance with the uniform set of standards for maintenance of smoke detectors established in the  
135 Uniform Statewide Building Code (§ 36-97 et seq.);

136 9. Use reasonable efforts to maintain the dwelling unit and any other part of the premises that he  
137 occupies in such a condition as to prevent accumulation of moisture and the growth of mold and to  
138 promptly notify the landlord of any moisture accumulation that occurs or of any visible evidence of mold  
139 discovered by the tenant;

140 10. Not paint or disturb painted surfaces, or make alterations in the dwelling unit, without the prior  
141 written approval of the landlord, provided that (i) the dwelling unit was constructed prior to 1978 and  
142 therefore requires the landlord to provide the tenant with lead-based paint disclosures and (ii) the landlord  
143 has provided the tenant with such disclosures and the rental agreement provides that the tenant is required  
144 to obtain the landlord's prior written approval before painting, disturbing painted surfaces, or making  
145 alterations in the dwelling unit;

146 11. Be responsible for his conduct and the conduct of other persons on the premises with his  
147 consent whether known by the tenant or not, to ensure that his neighbors' peaceful enjoyment of the  
148 premises will not be disturbed; ~~and~~

149 12. Abide by all reasonable rules and regulations imposed by the landlord;

150 13. Be financially responsible for the added cost of treatment or extermination due to the tenant's  
151 unreasonable delay in reporting the existence of any insects or pests and be financially responsible for the  
152 cost of treatment or extermination due to the tenant's fault in failing to prevent infestation of any insects  
153 or pests in the area occupied; and

154 14. Use reasonable care to prevent any dog or other animal in possession of the tenant, authorized  
155 occupants, or guests or invitees from causing personal injuries to a third party in the dwelling unit or on  
156 the premises, or property damage to the dwelling unit or the premises.

157 B. If the duty imposed by subdivision A 1 is greater than any duty imposed by any other  
158 subdivision of that subsection, the tenant's duty shall be determined by reference to subdivision A 1.

159 **§ 55-225.6. Inspection of dwelling unit.**

160 The landlord shall, ~~unless the rental agreement provides otherwise~~, within five days after  
161 occupancy of a dwelling unit, submit a written report to the tenant, for his safekeeping, itemizing damages  
162 to the dwelling unit existing at the time of occupancy, which record shall be deemed correct unless the  
163 tenant objects thereto in writing within five days after receipt thereof. The landlord may adopt a written  
164 policy allowing the tenant to prepare the written report of the move-in inspection, in which case the tenant  
165 shall submit a copy to the landlord, which record shall be deemed correct unless the landlord objects  
166 thereto in writing within five days after receipt thereof. Such written policy adopted by the landlord may  
167 also provide for the landlord and the tenant to prepare the written report of the move-in inspection jointly,  
168 in which case both the landlord and the tenant shall sign the written report and receive a copy thereof, at  
169 which time the inspection record shall be deemed correct.

170 **§ 55-225.7. Disclosure of mold in dwelling units.**

171 As part of ~~any the~~ written report of the move-in inspection pursuant to § 55-225.6, the landlord  
172 may disclose whether there is any visible evidence of mold in areas readily accessible within the interior  
173 of the dwelling unit. If the landlord's written disclosure states that there is no visible evidence of mold in  
174 the dwelling unit, this written statement shall be deemed correct unless the tenant objects thereto in writing  
175 within five days after receiving the report. If the landlord's written disclosure states that there is visible  
176 evidence of mold in the dwelling unit, the tenant shall have the option to terminate the tenancy and not  
177 take possession or remain in possession of the dwelling unit. If the tenant requests to take possession, or  
178 remain in possession of the dwelling unit, notwithstanding the presence of visible evidence of mold, the  
179 landlord shall promptly remediate the mold condition but in no event later than five business days  
180 thereafter and reinspect the dwelling unit to confirm there is no visible evidence of mold in the dwelling  
181 unit and reflect on a new report that there is no visible evidence of mold in the dwelling unit upon  
182 reinspection.

183 **§ 55-225.10. Notice to tenant in event of foreclosure.**

184 A. The landlord of a dwelling unit ~~subject to this chapter~~ used as a single-family residence as  
185 defined in § 55-225.02 shall give written notice to the tenant or any prospective tenant of such dwelling  
186 unit that the landlord has received a notice of a mortgage default, mortgage acceleration, or foreclosure

187 sale relative to the loan on the dwelling unit within five business days after written notice from the lender  
188 is received by the landlord. This requirement shall not apply (i) to any managing agent who does not  
189 receive a copy of such written notice from the lender or (ii) if the tenant or prospective tenant provides a  
190 copy of the written notice from the lender to the landlord or the managing agent.

191 B. If the landlord fails to provide the notice required by this section, the tenant shall have the right  
192 to terminate the rental agreement upon written notice to the landlord at least five business days prior to  
193 the effective date of termination. If the tenant terminates the rental agreement, the landlord shall make  
194 disposition of the tenant's security deposit in accordance with law or the provisions of the rental agreement,  
195 whichever is applicable.

196 C. If there is in effect at the date of the foreclosure sale a tenant in a residential dwelling unit  
197 foreclosed upon, the foreclosure shall act as a termination of the rental agreement by the owner. In such  
198 case, the tenant may remain in possession of such dwelling unit as a month-to-month tenant on the terms  
199 of the terminated rental agreement until the successor owner gives a notice of termination of such month-  
200 to-month tenancy. If the successor owner elects to terminate the month-to-month tenancy, written notice  
201 of such termination shall be given in accordance with the rental agreement, or the provisions of § 55-222  
202 or 55-248.6, as applicable.

203 D. Unless or until the successor owner terminates the month-to-month tenancy, the terms of the  
204 terminated rental agreement remain in effect except that the tenant shall make rental payments (i) to the  
205 successor owner as directed in a written notice to the tenant in [accordance with](#) this subsection; (ii) to the  
206 managing agent of the owner, if any, or successor owner; or (iii) into a court escrow account pursuant to  
207 the provisions of § 55-225.12; however, there is no obligation of a tenant to file a tenant's assertion and  
208 pay rent into escrow. Where there is not a managing agent designated in the terminated rental agreement,  
209 the tenant shall remain obligated for payment of the rent but shall not be held to be delinquent or assessed  
210 a late charge until the successor owner provides written notice identifying the name, address, and  
211 telephone number of the party to which the rent should be paid.



212 E. The successor owner may enter into a new rental agreement with the tenant in the dwelling unit,  
213 in which case, upon the commencement date of the new rental agreement, the month-to-month tenancy  
214 shall terminate.

215 **§ 55-225.12:1. Wrongful failure to supply heat, water, hot water, or essential services.**

216 A. If contrary to the rental agreement or provisions of this chapter, the landlord willfully or  
217 negligently fails to supply heat, running water, hot water, electricity, gas, or other essential service, the  
218 tenant must serve a written notice on the landlord specifying the breach if acting under this section and,  
219 in such event, and after a reasonable time allowed for the landlord to correct such breach, may:

220 1. Recover damages based upon the diminution in the fair rental value of the dwelling unit; or  
221 2. Procure reasonable substitute housing during the period of the landlord's noncompliance, in  
222 which case the tenant is excused from paying rent for the period of the landlord's noncompliance, as  
223 determined by the court.

224 B. If the tenant proceeds under this section, he shall be entitled to recover reasonable attorney fees;  
225 however, he may not proceed under § 55-225.13 as to that breach. The rights of the tenant under this  
226 section shall not arise until he has given written notice to the landlord; however, no rights arise if the  
227 condition was caused by the deliberate or negligent act or omission of the tenant, a member of his family,  
228 or other person on the premises with his consent.

229 **§ 55-225.13:1. Landlord's noncompliance as defense to action for possession for nonpayment**  
230 **of rent.**

231 A. In an action for possession based upon nonpayment of rent or in an action for rent by a landlord  
232 when the tenant is in possession, the tenant may assert as a defense that there exists upon the leased  
233 premises a condition that constitutes or will constitute a fire hazard or a serious threat to the life, health,  
234 or safety of occupants thereof, including but not limited to a lack of heat or running water or of light or of  
235 electricity or adequate sewage disposal facilities or an infestation of rodents, or a condition that constitutes  
236 material noncompliance on the part of the landlord with the rental agreement or provisions of law. The  
237 assertion of any defense provided for in this section shall be conditioned upon the following:

238 1. Prior to the commencement of the action for rent or possession, the landlord or his agent was  
239 served a written notice of the aforesaid condition or conditions by the tenant, or was notified by a violation  
240 or condemnation notice from an appropriate state or municipal agency, but the landlord has refused, or  
241 having a reasonable opportunity to do so, has failed to remedy the same. For the purposes of this  
242 subsection, what period of time shall be deemed to be unreasonable delay is left to the discretion of the  
243 court, except that there shall be a rebuttable presumption that a period in excess of 30 days from receipt  
244 of the notification by the landlord is unreasonable; and

245 2. The tenant, if in possession, has paid into court the amount of rent found by the court to be due  
246 and unpaid, to be held by the court pending the issuance of an order under subsection C.

247 B. It shall be a sufficient answer to the defense provided for in this section if the landlord  
248 establishes that the conditions alleged in the defense do not in fact exist; or such conditions have been  
249 removed or remedied; or such conditions have been caused by the tenant or members of the family of such  
250 tenant or of his or their guests; or the tenant has unreasonably refused entry by the landlord to the premises  
251 for the purposes of correcting such conditions.

252 C. The court shall make findings of fact upon any defense raised under this section or the answer  
253 to any defense and, thereafter, shall issue such order as may be required including any one or more of the  
254 following:

255 1. An order to set-off to the tenant as determined by the court in such amount as may be equitable  
256 to represent the existence of any condition set forth in subsection A that is found by the court to exist;

257 2. Terminate the rental agreement or order surrender of the premises to the landlord; or

258 3. Refer any matter before the court to the proper state or municipal agency for investigation and  
259 report and grant a continuance of the action or complaint pending receipt of such investigation and report.

260 When such a continuance is granted, the tenant shall deposit with the court any rents that will become due  
261 during the period of continuance, to be held by the court pending its further order, or the court, in its  
262 discretion, may use such funds to pay a mortgage on the property in order to stay a foreclosure, to pay a  
263 creditor to prevent or satisfy a bill to enforce a mechanic's or materialman's lien, or to remedy any  
264 condition set forth in subsection A that is found by the court to exist.

265 D. If it appears that the tenant has raised a defense under this section in bad faith or has caused the  
266 violation or has unreasonably refused entry to the landlord for the purpose of correcting the condition  
267 giving rise to the violation, the court, in its discretion, may impose upon the tenant the reasonable costs of  
268 the landlord, including court costs, the costs of repair where the court finds the tenant has caused the  
269 violation, and reasonable attorney fees.

270 **§ 55-225.19. Security deposits.**

271 A. ~~Unless the rental agreement provides otherwise, a~~ A landlord may not demand or receive a  
272 security deposit, however denominated, in an amount or value in excess of two months' periodic rent.  
273 Upon termination of the tenancy, such security deposit, whether it is property or money held by the  
274 landlord as security as hereinafter provided, may be applied solely by the landlord (i) to the payment of  
275 accrued rent and including the reasonable charges for late payment of rent specified in the rental  
276 agreement; (ii) to the payment of the amount of damages which the landlord has suffered by reason of the  
277 tenant's noncompliance with § 55-225.4, less reasonable wear and tear; ~~or~~ (iii) to other damages or charges  
278 as provided in the rental agreement; or (iv) to actual damages for breach of the rental agreement pursuant  
279 to § 55-225.48. The security deposit and any deductions, damages, and charges shall be itemized by the  
280 landlord in a written notice given to the tenant, together with any amount due the tenant, within 45 days  
281 after the termination of the tenancy ~~and delivery of possession.~~ As of the date of the termination of the  
282 tenancy or the date the tenant vacates the dwelling unit, whichever shall occur last, the tenant shall be  
283 required to deliver possession of the dwelling unit to the landlord. If the termination date is prior to the  
284 expiration of the rental agreement or any renewal thereof, or the tenant has not given proper notice of  
285 termination of the rental agreement, the tenant shall be liable for actual damages pursuant to § 55-225.48,  
286 in which case, the landlord shall give written notice of the disposition of the security deposit within the  
287 45-day period but may retain any security balance to apply against any financial obligations of the tenant  
288 to the landlord pursuant to this chapter or the rental agreement. If the tenant fails to vacate the dwelling  
289 unit as of the termination of the tenancy, the landlord may file an unlawful detainer action pursuant to §  
290 8.01-126.

291 Where there is more than one tenant subject to a rental agreement, unless otherwise agreed to in  
292 writing by each of the tenants, disposition of the security deposit shall be made with one check being  
293 payable to all such tenants and sent to a forwarding address provided by one of the tenants. The landlord  
294 shall make the security deposit disposition within the 45-day time period, but if no forwarding address is  
295 provided to the landlord, the landlord may continue to hold such security deposit in escrow. If a tenant  
296 fails to provide a forwarding address to the landlord to enable the landlord to make a refund of the security  
297 deposit, upon the expiration of one year from the date of the end of the 45-day time period, the landlord  
298 may remit such sum to the State Treasurer as unclaimed property on a form prescribed by the administrator  
299 that includes the name, social security number, if known, and the last known address of each tenant on the  
300 rental agreement. If the landlord or managing agent is a real estate licensee, compliance with this  
301 paragraph shall be deemed compliance with § 54.1-2108 and corresponding regulations of the Real Estate  
302 Board.

303 Nothing in this section shall be construed by a court of law or otherwise as entitling the tenant,  
304 upon the termination of the tenancy, to an immediate credit against the tenant's delinquent rent account in  
305 the amount of the security deposit. The landlord shall apply the security deposit in accordance with this  
306 section within the 45-day time period. However, provided the landlord has given prior written notice in  
307 accordance with this section, the landlord may withhold a reasonable portion of the security deposit to  
308 cover an amount of the balance due on the water, sewer, or other utility account that is an obligation of  
309 the tenant to a third-party provider under the rental agreement for the dwelling unit, and upon payment of  
310 such obligations the landlord shall provide written confirmation to the tenant within 10 days thereafter,  
311 along with payment to the tenant of any balance otherwise due to the tenant. In order to withhold such  
312 funds as part of the disposition of the security deposit, the landlord shall have so advised the tenant of his  
313 rights and obligations under this section in (a) a termination notice to the tenant in accordance with this  
314 chapter, (b) a vacating notice to the tenant in accordance with this section, or (c) a separate written notice  
315 to the tenant at least 15 days prior to the disposition of the security deposit. Any written notice to the  
316 tenant shall be given in accordance with the rental agreement or § 55-225.20.

317           The tenant may provide the landlord with written confirmation of the payment of the final water,  
318 sewer, or other utility bill for the dwelling unit, in which case the landlord shall refund the security deposit,  
319 unless there are other authorized deductions, within the 45-day period, or if the tenant provides such  
320 written confirmation after the expiration of the 45-day period, the landlord shall refund any remaining  
321 balance of the security deposit held to the tenant within 10 days following the receipt of such written  
322 confirmation provided by the tenant. If the landlord otherwise receives confirmation of payment of the  
323 final water, sewer, or other utility bill for the dwelling unit, the landlord shall refund the security deposit,  
324 unless there are other authorized deductions, within the 45-day period.

325           Nothing in this section shall be construed to prohibit the landlord from making the disposition of  
326 the security deposit prior to the 45-day period and charging an administrative fee to the tenant for such  
327 expedited processing, if the rental agreement so provides and the tenant requests expedited processing in  
328 a separate written document.

329           The landlord shall notify the tenant in writing of any deductions provided by this subsection to be  
330 made from the tenant's security deposit during the course of the tenancy. Such notification shall be made  
331 within 30 days of the date of the determination of the deduction and shall itemize the reasons in the same  
332 manner as provided in subsection B. Such notification shall not be required for deductions made less than  
333 30 days prior to the termination of the rental agreement. If the landlord willfully fails to comply with this  
334 section, the court shall order the return of the security deposit to the tenant, together with actual damages  
335 and reasonable attorney fees, unless the tenant owes rent to the landlord, in which case, the court shall  
336 order an amount equal to the security deposit credited against the rent due to the landlord. In the event that  
337 damages to the premises exceed the amount of the security deposit and require the services of a third-party  
338 contractor, the landlord shall give written notice to the tenant advising him of that fact within the 45-day  
339 period. If notice is given as prescribed in this paragraph, the landlord shall have an additional 15-day  
340 period to provide an itemization of the damages and the cost of repair. This section shall not preclude the  
341 landlord or tenant from recovering other damages to which he may be entitled under this chapter. The  
342 holder of the landlord's interest in the premises at the time of the termination of the tenancy, regardless of  
343 how the interest is acquired or transferred, is bound by this section and shall be required to return any

344 security deposit received by the original landlord that is duly owed to the tenant, whether or not such  
345 security deposit is transferred with the landlord's interest by law or equity, regardless of any contractual  
346 agreements between the original landlord and his successors in interest.

347 B. The landlord shall:

348 1. Maintain and itemize records for each tenant of all deductions from security deposits provided  
349 for under this section which the landlord has made by reason of a tenant's noncompliance with § 55-225.4,  
350 [or for any reason set out herein](#), during the preceding two years; and

351 2. Permit a tenant or his authorized agent or attorney to inspect such tenant's records of deductions  
352 at any time during normal business hours.

353 C. Upon request by the landlord to a tenant to vacate, or within five days after receipt of notice by  
354 the landlord of the tenant's intent to vacate, the landlord shall provide written notice to the tenant of the  
355 tenant's right to be present at the landlord's inspection of the dwelling unit for the purpose of determining  
356 the amount of security deposit to be returned. If the tenant desires to be present when the landlord makes  
357 the inspection, he shall so advise the landlord in writing who, in turn, shall notify the tenant of the time  
358 and date of the inspection, which must be made within 72 hours of delivery of possession. Following the  
359 move-out inspection, the landlord shall provide the tenant with a written security deposit disposition  
360 statement including an itemized list of damages. If additional damages are discovered by the landlord after  
361 the security deposit disposition has been made, nothing herein shall be construed to preclude the landlord  
362 from recovery of such damages against the tenant, provided, however, that the tenant may present into  
363 evidence a copy of the move-out report to support the tenant's position that such additional damages did  
364 not exist at the time of the move-out inspection.

365 D. If the tenant has any assignee or sublessee, the landlord shall be entitled to hold a security  
366 deposit from only one party in compliance with the provisions of this section.

367 [§ 55-225.22:1. Prohibited provisions in rental agreements.](#)

368 [A. A rental agreement shall not contain provisions that the tenant:](#)

369 [1. Agrees to waive or forego rights or remedies under this chapter;](#)

370 2. Agrees to waive or forego rights or remedies pertaining to the 120-day conversion or  
371 rehabilitation notice required in the Condominium Act (§ 55-79.39 et seq.), the Virginia Real Estate  
372 Cooperative Act (§ 55-424 et seq.), or Chapter 13 (§ 55-217 et seq.), except where the tenant is on a  
373 month-to-month lease pursuant to § 55-222;

374 3. Authorizes any person to confess judgment on a claim arising out of the rental agreement;

375 4. Agrees to pay the landlord's attorney fees except as provided in this chapter;

376 5. Agrees to the exculpation or limitation of any liability of the landlord to the tenant arising under  
377 law or to indemnify the landlord for that liability or the costs connected therewith;

378 6. Agrees as a condition of tenancy in public housing to a prohibition or restriction of any lawful  
379 possession of a firearm within individual dwelling units unless required by federal law or regulation; or

380 7. Agrees to both the payment of a security deposit and the provision of a bond or commercial  
381 insurance policy purchased by the tenant to secure the performance of the terms and conditions of a rental  
382 agreement, if the total of the security deposit and the bond or insurance premium exceeds the amount of  
383 two months' periodic rent.

384 B. A provision prohibited by subsection A included in a rental agreement is unenforceable. If a  
385 landlord brings an action to enforce any of the prohibited provisions, the tenant may recover actual  
386 damages sustained by him and reasonable attorney fees.

387 **§ 55-225.24. Landlord may obtain certain insurance for tenant.**

388 A. Damage Insurance. A landlord may require as a condition of tenancy that a tenant have  
389 commercial insurance coverage as specified in the rental agreement to secure the performance by the  
390 tenant of the terms and conditions of the rental agreement and pay for the cost of premiums for such  
391 insurance coverage obtained by the landlord, generally known as "damage insurance." As provided in §  
392 55-225.02, such payments shall not be deemed a security deposit, but shall be rent. However, the landlord  
393 shall not require a tenant to pay both security deposits and the cost of damage insurance premiums, if the  
394 total amount of any security deposits and damage insurance premiums exceeds the amount of two months'  
395 periodic rent. The landlord shall notify a tenant in writing that the tenant has the right to obtain a separate  
396 policy from the landlord's policy for damage insurance. If a tenant elects to obtain a separate policy, the

397 tenant shall submit to the landlord written proof of such coverage and shall maintain such coverage at all  
398 times during the term of the rental agreement. Where a landlord obtains damage insurance coverage on  
399 behalf of a tenant, the insurance policy shall provide coverage for the tenant as an insured. The landlord  
400 shall recover from the tenant the actual costs of such insurance coverage and may recover administrative  
401 or other fees associated with administration of a damage insurance policy, including a tenant opting out  
402 of the insurance coverage provided by the landlord pursuant to this subsection. If a landlord obtains  
403 damage insurance for his tenants, the landlord shall provide to each tenant, prior to execution of the rental  
404 agreement, a summary of the insurance policy or certificate evidencing the coverage being provided and  
405 upon request of the tenant make available a copy of the insurance policy.

406           B. Renter's Insurance. A landlord may require as a condition of tenancy that a tenant have renter's  
407 insurance as specified in the rental agreement that is a combination multi-peril policy containing fire,  
408 miscellaneous property, and personal liability coverage insuring personal property located in residential  
409 units not occupied by the owner. A landlord may require a tenant to pay for the cost of premiums for such  
410 insurance obtained by the landlord, to provide such coverage for the tenant as part of rent or as otherwise  
411 provided herein. As provided in § 55-225.02, such payments shall not be deemed a security deposit, but  
412 shall be rent. If the landlord requires that such premiums be paid prior to the commencement of the  
413 tenancy, the total amount of all security deposits and insurance premiums for damage insurance and  
414 renter's insurance shall not exceed the amount of two months' periodic rent. Otherwise, the landlord may  
415 add a monthly amount as additional rent to recover the costs of such insurance coverage. The landlord  
416 shall notify a tenant in writing that the tenant has the right to obtain a separate policy from the landlord's  
417 policy for renter's insurance. If a tenant elects to obtain a separate policy, the tenant shall submit to the  
418 landlord written proof of such coverage and shall maintain such coverage at all times during the term of  
419 the rental agreement. If a tenant allows his renter's insurance policy required by the rental agreement to  
420 lapse for any reason, the landlord may provide any landlord's renter's insurance coverage to such tenant.  
421 The tenant shall be obligated to pay for the cost of premiums for such insurance as rent or as otherwise  
422 provided herein until the tenant has provided written documentation to the landlord showing that the tenant  
423 has reinstated his own renter's insurance coverage.



424 C. Where a landlord obtains renter's insurance coverage on behalf of a tenant, the insurance policy  
425 shall provide coverage for the tenant as an insured. The landlord shall recover from the tenant the actual  
426 costs of such insurance coverage and may recover administrative or other fees associated with the  
427 administration of a renter's insurance program, including a tenant opting out of the insurance coverage  
428 provided to the tenant pursuant to this subsection. If a landlord obtains renter's insurance for his tenants,  
429 the landlord shall provide to each tenant, prior to execution of the rental agreement, a summary of the  
430 insurance policy prepared by the insurer or certificate evidencing the coverage being provided and upon  
431 request of the tenant make available a copy of the insurance policy.

432 D. Nothing in this section shall be construed to prohibit the landlord from recovering from the  
433 tenant as part of the rent, the tenant's prorated share of the actual costs of other insurance coverages  
434 provided by the landlord relative to the premises, or the tenant's prorated share of a self-insurance program  
435 held in an escrow account by the landlord, including the landlord's administrative or other fees associated  
436 with the administration of such coverages. The landlord may apply such funds held in escrow to pay claims  
437 pursuant to the landlord's self-insurance plan.

438 **§ 55-225.26. Confidentiality of tenant records.**

439 A. No landlord or managing agent shall release information about a tenant or prospective tenant  
440 in the possession of the landlord to a third party unless:

- 441 1. The tenant or prospective tenant has given prior written consent;
- 442 2. The information is a matter of public record as defined in § 2.2-3701;
- 443 3. The information is a summary of the tenant's rent payment record, including the amount of the  
444 tenant's periodic rent payment;
- 445 4. The information is a copy of a material noncompliance notice that has not been remedied or  
446 termination notice given to the tenant under § 55-225.20 and the tenant did not remain in the premises  
447 thereafter;
- 448 5. The information is requested by a local, state, or federal law-enforcement or public safety  
449 official in the performance of his duties;
- 450 6. The information is requested pursuant to a subpoena in a civil case;

451 7. The information is requested by a local commissioner of the revenue in accordance with § 58.1-  
452 3901;

453 8. The information is requested by a contract purchaser of the landlord's property, provided that  
454 the contract purchaser agrees in writing to maintain the confidentiality of such information;

455 9. The information is requested by a lender of the landlord for financing or refinancing of the  
456 property;

457 10. The information is requested by the commanding officer, military housing officer, or military  
458 attorney of the tenant;

459 11. The third party is the landlord's attorney or the landlord's collection agency;

460 12. The information is otherwise provided in the case of an emergency; ~~or~~

461 13. The information is requested by the landlord to be provided to the managing agent, or a  
462 successor to the managing agent; or

463 14. The information is requested by an employee or independent contractor of the United States to  
464 obtain census information pursuant to federal law.

465 B. A tenant may designate a third party to receive duplicate copies of a summons that has been  
466 issued pursuant to § 8.01-126 and of written notices from the landlord relating to the tenancy. Where such  
467 a third party has been designated by the tenant, the landlord shall mail the duplicate copy of any summons  
468 issued pursuant to § 8.01-126 or notice to the designated third party at the same time the summons or  
469 notice is mailed to or served upon the tenant. Nothing in this subsection shall be construed to grant  
470 standing to any third party designated by the tenant to challenge actions of the landlord in which notice  
471 was mailed pursuant to this subsection. The failure of the landlord to give notice to a third party designated  
472 by the tenant shall not affect the validity of any judgment entered against the tenant.

473 C. A landlord or managing agent may enter into an agreement with a third-party service provider  
474 to maintain tenant records in electronic form or other medium. In such case, the landlord and managing  
475 agent shall not be liable under this section in the event of a breach of the electronic data of such third-  
476 party service provider, except in the case of gross negligence or intentional act. Nothing herein shall be  
477 construed to require a landlord or managing agent to indemnify such third-party service provider.

478 D. A tenant may request a copy of his tenant records in paper or electronic form. If the rental  
479 agreement so provides, a landlord may charge a tenant requesting more than one copy of his records the  
480 actual costs of preparing copies of such records. However, if the landlord makes available tenant records  
481 to each tenant by electronic portal, the tenant shall not be required to pay for access to such portal.

482 **§ 55-225.30. Notice to tenants for insecticide or pesticide use.**

483 A. The landlord shall give written notice to the tenant no less than 48 hours prior to his application  
484 of an insecticide or pesticide in the tenant's dwelling unit unless the tenant agrees to a shorter notification  
485 period. If a tenant requests the application of the insecticide or pesticide, the 48-hour notice is not required.  
486 Tenants who have concerns about specific insecticides or pesticides shall notify the landlord in writing no  
487 less than 24 hours before the scheduled insecticide or pesticide application. The tenant shall prepare the  
488 dwelling unit for the application of insecticides or pesticides in accordance with any written instructions  
489 of the landlord, and if insects or pests are found to be present, follow any written instructions of the  
490 landlord to eliminate the insects or pests following the application of insecticides or pesticides.

491 B. In addition, the landlord shall post notice of all insecticide or pesticide applications in any  
492 common areas of the premises other than the dwelling units. Such notice shall consist of conspicuous signs  
493 placed in or upon such premises where the insecticide or pesticide will be applied at least 48 hours prior  
494 to the application.

495 C. A violation by the tenant of this section may be remedied by the landlord in accordance with §  
496 55-225.46 or by notice given by the landlord requiring the tenant to remedy under § 55-225.43, as  
497 applicable.

498 **§ 55-225.49. Early termination of rental agreement by military personnel.**

499 A. Any member of the Armed Forces of the United States or a member of the National Guard  
500 serving on full-time duty or as a Civil Service technician with the National Guard may, through the  
501 procedure detailed in subsection B, terminate his rental agreement if the member (i) has received  
502 permanent change of station orders to depart 35 miles or more (radius) from the location of the dwelling  
503 unit; (ii) has received temporary duty orders in excess of three months' duration to depart 35 miles or more  
504 (radius) from the location of the dwelling unit; (iii) is discharged or released from active duty with the

505 Armed Forces of the United States or from his full-time duty or technician status with the National Guard;  
506 or (iv) is ordered to report to government-supplied quarters resulting in the forfeiture of basic allowance  
507 for quarters.

508 B. Tenants who qualify to terminate a rental agreement pursuant to subsection A shall do so by  
509 serving on the landlord a written notice of termination to be effective on a date stated therein, such date  
510 to be not less than 30 days after the first date on which the next rental payment is due and payable after  
511 the date on which the written notice is given. The termination date shall be no more than 60 days prior to  
512 the date of departure necessary to comply with the official orders or any supplemental instructions for  
513 interim training or duty prior to the transfer. Prior to the termination date, the tenant shall furnish the  
514 landlord with a copy of the official notification of the orders or a signed letter confirming the orders from  
515 the tenant's commanding officer.

516 The landlord may not charge any liquidated damages.

517 C. Nothing in this section shall affect the tenant's obligations established by § 55-225.4.

518 **§ 55-225.50. Failure to deliver possession.**

519 If the landlord willfully fails to deliver possession of the dwelling unit to the tenant, rent abates  
520 until possession is delivered and the tenant may (i) terminate the rental agreement upon at least five days'  
521 written notice to the landlord and, upon termination, the landlord shall return all prepaid rent and security  
522 deposits or (ii) demand performance of the rental agreement by the landlord. If the tenant elects, he may  
523 file an action for possession of the dwelling unit against the landlord or any person wrongfully in  
524 possession and recover the damages sustained by him. If a person's failure to deliver possession is willful  
525 and not in good faith, an aggrieved person may recover from that person the actual damages sustained by  
526 him and reasonable attorney fees.

527 **§ 55-246.1. Who may recover rent or possession.**

528 Notwithstanding any rule of court to the contrary, (i) any person licensed under the provisions of  
529 § 54.1-2106.1, (ii) any property manager, or a managing agent of a landlord as defined in § 55-248.4, or  
530 (iii) any employee, who is authorized in writing by a corporate officer with the approval of the board of  
531 directors, or by a manager, a general partner or a trustee, of a partnership, association, corporation, limited

532 liability company, limited partnership, professional corporation, professional limited liability company,  
533 registered limited liability partnership, registered limited liability limited partnership, business trust, or  
534 family trust to sign pleadings as the agent of the business entity may obtain a judgment (a) for possession  
535 in the general district court for the county or city wherein the premises, or part thereof, is situated or (b)  
536 for rent or damages, including actual damages for breach of the rental agreement, or for final rent and  
537 damages under § 8.01-128, in any general district court where venue is proper under § 8.01-259, against  
538 any defendant if the person seeking such judgment had a contractual agreement with the landlord to  
539 manage the premises for which rent or possession is due and may prepare, execute, file, and have served  
540 on other parties in any general district court a warrant in debt, suggestion for summons in garnishment,  
541 garnishment summons, writ of possession, or writ of fieri facias arising out of a landlord tenant  
542 relationship. However, the activities of any such person in court shall be limited by the provisions of §  
543 16.1-88.03. However, nothing shall be construed as preventing a nonlawyer from requesting relief from  
544 the court as provided by law or statute when such nonlawyer is before the court on one of the actions  
545 specified herein.

546 **§ 55-248.3:1. Applicability of chapter.**

547 A. This chapter shall apply to all jurisdictions in the Commonwealth and may not be waived or  
548 otherwise modified, in whole or in part, by the governing body of any locality, its boards and commissions  
549 or other instrumentalities, or the courts of the Commonwealth. Occupancy in a public housing unit or  
550 other housing unit that is a residential dwelling unit is subject to this chapter, however, if the provisions  
551 of this chapter are inconsistent with the regulations of the Department of Housing and Urban  
552 Development, such regulations shall control.

553 B. The provisions of this chapter shall apply to occupancy in all single-family and multifamily  
554 residential dwelling units and multifamily dwelling unit located in the Commonwealth. However, where  
555 the landlord is a natural person, an estate, or a legal entity that owns no more than two single-family  
556 residential dwelling units in its own name subject to a rental agreement, such landlord may opt out of the  
557 Virginia Residential Landlord and Tenant Act (§ 55-248.2 et seq.) by so stating in a rental agreement with

558 a tenant. Such residential dwelling units shall be exempt from this chapter and the provisions of §§ 55-  
559 225.01 through 55-225.48 shall be applicable.

560 The provisions of this chapter shall not apply to instances where occupancy under a contract of  
561 sale of a dwelling unit or the property of which it is a part, if the occupant is the purchaser or a person  
562 who succeeds to his interest.

563 C. Tenancies and occupancies that are not residential tenancies. The following occupancies are not  
564 residential tenancies under this chapter:

565 1. Residence at a public or private institution, if incidental to detention or the provision of medical,  
566 geriatric, educational, counseling, religious, or similar services;

567 2. Occupancy by a member of a fraternal or social organization in the portion of a structure  
568 operated for the benefit of the organization;

569 3. Occupancy by an owner of a condominium unit or a holder of a proprietary lease in a  
570 cooperative;

571 4. Occupancy in a campground as defined in § 35.1-1;

572 5. Occupancy by a tenant who pays no rent pursuant to a rental agreement; or

573 6. Occupancy by an employee of a landlord whose right to occupancy in a multifamily dwelling  
574 unit is conditioned upon employment in and about the premises or an former employee whose occupancy  
575 continues less than 60 days; ~~or~~

576 ~~7. Occupancy in a public housing unit or other housing unit subject to regulation by the Department~~  
577 ~~of Housing and Urban Development, if the provisions of this chapter are inconsistent with the regulations~~  
578 ~~of the Department of Housing and Urban Development.~~

579 D. Occupancy in hotel, motel, and extended stay facility.

580 1. A guest who is an occupant of a hotel, motel, extended stay facility, vacation residential facility,  
581 including those governed by the Virginia Real Estate Time-Share Act (§ 55-360 et seq.), boardinghouse,  
582 or similar transient lodging shall not be construed to be a tenant living in a dwelling unit if such person  
583 does not reside in such lodging as his primary residence. Such guest shall be exempt from this chapter,  
584 and the innkeeper or property owner, or his agent, shall have the right to use self-help eviction under

585 Virginia law, without the necessity of the filing of an unlawful detainer action in a court of competent  
586 jurisdiction and the execution of a writ of possession issued pursuant to such action, which would  
587 otherwise be required under this chapter.

588         2. A hotel, motel, extended stay facility, vacation residential facility, boardinghouse, or similar  
589 transient lodging shall be exempt from the provisions of this chapter if overnight sleeping  
590 accommodations are furnished to a person for consideration if such person does not reside in such lodging  
591 as his primary residence.

592         3. If a person resides in a hotel, motel, extended stay facility, vacation residential facility, including  
593 those governed by the Virginia Real Estate Time-Share Act (§ 55-360 et seq.), boardinghouse, or similar  
594 transient lodging as his primary residence for fewer than 90 consecutive days, such lodging shall not be  
595 subject to the provisions of this chapter. However, the owner of such lodging establishment shall give a  
596 five-day written notice of nonpayment to a person residing in such lodging and, upon the expiration of the  
597 five-day period specified in the notice, may exercise self-help eviction if payment in full has not been  
598 received.

599         4. If a person resides in a hotel, motel, extended stay facility, vacation residential facility, including  
600 those governed by the Virginia Real Estate Time-Share Act (§ 55-360 et seq.), boardinghouse, or similar  
601 transient lodging as his primary residence for more than 90 consecutive days or is subject to a written  
602 lease for more than 90 days, such lodging shall be subject to the provisions of this chapter.

603         **§ 55-248.7:2. Landlord may obtain certain insurance for tenant.**

604         A. Damage Insurance. A landlord may require as a condition of tenancy that a tenant have  
605 commercial insurance coverage as specified in the rental agreement to secure the performance by the  
606 tenant of the terms and conditions of the rental agreement and pay for the cost of premiums for such  
607 insurance coverage obtained by the landlord, generally known as "damage insurance." As provided in §  
608 55-248.4, such payments shall not be deemed a security deposit, but shall be rent. However, as provided  
609 in § 55-248.9, the landlord cannot require a tenant to pay both security deposits and the cost of damage  
610 insurance premiums, if the total amount of any security deposits and damage insurance premiums exceeds  
611 the amount of two months' periodic rent. The landlord shall notify a tenant in writing that the tenant has

612 the right to obtain a separate policy from the landlord's policy for damage insurance. If a tenant elects to  
613 obtain a separate policy, the tenant shall submit to the landlord written proof of such coverage and shall  
614 maintain such coverage at all times during the term of the rental agreement. Where a landlord obtains  
615 damage insurance coverage on behalf of a tenant, the insurance policy shall provide coverage for the  
616 tenant as an insured. The landlord shall recover from the tenant the actual costs of such insurance coverage  
617 and may recover administrative or other fees associated with administration of a damage insurance policy,  
618 including a tenant opting out of the insurance coverage provided by the landlord pursuant to this  
619 subsection. If a landlord obtains damage insurance for his tenants, the landlord shall provide to each tenant,  
620 prior to execution of the rental agreement, a summary of the insurance policy or certificate evidencing the  
621 coverage being provided and upon request of the tenant make available a copy of the insurance policy.

622           B. Renter's Insurance. A landlord may require as a condition of tenancy that a tenant have renter's  
623 insurance as specified in the rental agreement that is a combination multi-peril policy containing fire,  
624 miscellaneous property, and personal liability coverage insuring personal property located in residential  
625 units not occupied by the owner. A landlord may require a tenant to pay for the cost of premiums for such  
626 insurance obtained by the landlord, to provide such coverage for the tenant as part of rent or as otherwise  
627 provided herein. As provided in § 55-248.4, such payments shall not be deemed a security deposit, but  
628 shall be rent. If the landlord requires that such premiums be paid prior to the commencement of the  
629 tenancy, the total amount of all security deposits and insurance premiums for damage insurance and  
630 renter's insurance shall not exceed the amount of two months' periodic rent. Otherwise, the landlord may  
631 add a monthly amount as additional rent to recover the costs of such insurance coverage. The landlord  
632 shall notify a tenant in writing that the tenant has the right to obtain a separate policy from the landlord's  
633 policy for renter's insurance. If a tenant elects to obtain a separate policy, the tenant shall submit to the  
634 landlord written proof of such coverage and shall maintain such coverage at all times during the term of  
635 the rental agreement. If a tenant allows his renter's insurance policy required by the rental agreement to  
636 lapse for any reason, the landlord may provide any landlord's renter's insurance coverage to such tenant.  
637 The tenant shall be obligated to pay for the cost of premiums for such insurance as rent or as otherwise



638 [provided herein until the tenant has provided written documentation to the landlord showing that the tenant](#)  
639 [has reinstated his own renter's insurance coverage.](#)

640 C. Where a landlord obtains renter's insurance coverage on behalf of a tenant, the insurance policy  
641 shall provide coverage for the tenant as an insured. The landlord shall recover from the tenant the actual  
642 costs of such insurance coverage and may recover administrative or other fees associated with the  
643 administration of a renter's insurance program, including a tenant opting out of the insurance coverage  
644 provided to the tenant pursuant to this subsection. If a landlord obtains renter's insurance for his tenants,  
645 the landlord shall provide to each tenant, prior to execution of the rental agreement, a summary of the  
646 insurance policy prepared by the insurer or certificate evidencing the coverage being provided and upon  
647 request of the tenant make available a copy of the insurance policy.

648 D. Nothing in this section shall be construed to prohibit the landlord from recovering from the  
649 tenant as part of the rent, the tenant's prorated share of the actual costs of other insurance coverages  
650 provided by the landlord relative to the premises, or the tenant's prorated share of a self-insurance program  
651 held in an escrow account by the landlord, including the landlord's administrative or other fees associated  
652 with the administration of such coverages. The landlord may apply such funds held in escrow to pay claims  
653 pursuant to the landlord's self-insurance plan.

654 **§ 55-248.9:1. Confidentiality of tenant records.**

655 A. No landlord or managing agent shall release information about a tenant or prospective tenant  
656 in the possession of the landlord to a third party unless:

- 657 1. The tenant or prospective tenant has given prior written consent;
- 658 2. The information is a matter of public record as defined in § 2.2-3701;
- 659 3. The information is a summary of the tenant's rent payment record, including the amount of the  
660 tenant's periodic rent payment;
- 661 4. The information is a copy of a material noncompliance notice that has not been remedied or,  
662 termination notice given to the tenant under § 55-248.31 and the tenant did not remain in the premises  
663 thereafter;

664 5. The information is requested by a local, state, or federal law-enforcement or public safety  
665 official in the performance of his duties;

666 6. The information is requested pursuant to a subpoena in a civil case;

667 7. The information is requested by a local commissioner of the revenue in accordance with § 58.1-  
668 3901;

669 8. The information is requested by a contract purchaser of the landlord's property; provided the  
670 contract purchaser agrees in writing to maintain the confidentiality of such information;

671 9. The information is requested by a lender of the landlord for financing or refinancing of the  
672 property;

673 10. The information is requested by the commanding officer, military housing officer, or military  
674 attorney of the tenant;

675 11. The third party is the landlord's attorney or the landlord's collection agency;

676 12. The information is otherwise provided in the case of an emergency;~~or~~

677 13. The information is requested by the landlord to be provided to the managing agent, or a  
678 successor to the managing agent; or

679 14. The information is requested by an employee or independent contractor of the United States to  
680 obtain census information pursuant to federal law.

681 B. A tenant may designate a third party to receive duplicate copies of a summons that has been  
682 issued pursuant to § 8.01-126 and of written notices from the landlord relating to the tenancy. Where such  
683 a third party has been designated by the tenant, the landlord shall mail the duplicate copy of any summons  
684 issued pursuant to § 8.01-126 or notice to the designated third party at the same time the summons or  
685 notice is mailed to or served upon the tenant. Nothing in this subsection shall be construed to grant  
686 standing to any third party designated by the tenant to challenge actions of the landlord in which notice  
687 was mailed pursuant to this subsection. The failure of the landlord to give notice to a third party designated  
688 by the tenant shall not affect the validity of any judgment entered against the tenant.

689 C. A landlord or managing agent may enter into an agreement with a third-party service provider  
690 to maintain tenant records in electronic form or other medium. In such case, the landlord and managing

691 agent shall not be liable under this section in the event of a breach of the electronic data of such third-  
692 party service provider, except in the case of gross negligence or intentional act. Nothing herein shall be  
693 construed to require a landlord or managing agent to indemnify such third-party service provider.

694 D. A tenant may request a copy of his tenant records in paper or electronic form. If the rental  
695 agreement so provides, a landlord may charge a tenant requesting more than one copy of his records the  
696 actual costs of preparing copies of such records. However, if the landlord makes available tenant records  
697 to each tenant by electronic portal, the tenant shall not be required to pay for access to such portal.

698 **§ 55-248.13:3. Notice to tenants for insecticide or pesticide use.**

699 A. The landlord shall give written notice to the tenant no less than ~~forty-eight~~ 48 hours prior to his  
700 application of an insecticide or pesticide in the tenant's dwelling unit unless the tenant agrees to a shorter  
701 notification period. If a tenant requests the application of the insecticide or pesticide, the ~~forty-eight hour~~  
702 48-hour notice is not required. Tenants who have concerns about specific insecticides or pesticides shall  
703 notify the landlord in writing no less than ~~twenty-four~~ 24 hours before the scheduled insecticide or  
704 pesticide application. The tenant shall prepare the dwelling unit for the application of insecticides or  
705 pesticides in accordance with any written instructions of the landlord, and if insects or pests are found to  
706 be present, follow any written instructions of the landlord to eliminate the insects or pests following the  
707 application of insecticides or pesticides.

708 B. In addition, the landlord shall post notice of all insecticide or pesticide applications in areas of  
709 the premises other than the dwelling units. Such notice shall consist of conspicuous signs placed in or  
710 upon such premises where the insecticide or pesticide will be applied at least ~~forty-eight~~ 48 hours prior to  
711 the application.

712 C. A violation by the tenant of this section may be remedied by the landlord in accordance with §  
713 55-248.32 or by notice given by the landlord requiring the tenant to remedy under § 55-248.31, as  
714 applicable.

715 **§ 55-248.15:1. Security deposits.**

716 A. A landlord may not demand or receive a security deposit, however denominated, in an amount  
717 or value in excess of two months' periodic rent. Upon termination of the tenancy, such security deposit,

718 whether it is property or money held by the landlord as security as hereinafter provided may be applied  
719 solely by the landlord (i) to the payment of accrued rent and including the reasonable charges for late  
720 payment of rent specified in the rental agreement; (ii) to the payment of the amount of damages which the  
721 landlord has suffered by reason of the tenant's noncompliance with § 55-248.16, less reasonable wear and  
722 tear; ~~or~~ (iii) to other damages or charges as provided in the rental agreement; or (iv) to actual damages for  
723 breach of the rental agreement pursuant to § 55-248.35. The security deposit and any deductions, damages  
724 and charges shall be itemized by the landlord in a written notice given to the tenant, together with any  
725 amount due the tenant within 45 days after the termination date of the tenancy ~~and delivery of possession.~~  
726 As of the date of the termination of the tenancy or the date the tenant vacates the dwelling unit, whichever  
727 shall last occur, the tenant shall be required to deliver possession of the dwelling unit to the landlord. If  
728 the termination date is prior to the expiration of the rental agreement or any renewal thereof, or the tenant  
729 has not given proper notice of termination of the rental agreement, the tenant shall be liable for actual  
730 damages pursuant to § 55-248.35, in which case, the landlord shall give written notice of security deposit  
731 disposition within the 45-day period but may retain any security balance to apply against any financial  
732 obligations of the tenant to the landlord pursuant to this chapter or the rental agreement. If the tenant fails  
733 to vacate the dwelling unit as of the termination of the tenancy, the landlord may file an unlawful detainer  
734 action pursuant to § 8.01-126.

735 Where there is more than one tenant subject to a rental agreement, unless otherwise agreed to in  
736 writing by each of the tenants, disposition of the security deposit shall be made with one check being  
737 payable to all such tenants and sent to a forwarding address provided by one of the tenants. The landlord  
738 shall make the security deposit disposition within the 45-day time period, but if no forwarding address is  
739 provided to the landlord, the landlord may continue to hold such security deposit in escrow. If a tenant  
740 fails to provide a forwarding address to the landlord to enable the landlord to make a refund of the security  
741 deposit, upon the expiration of one year from the date of the end of the 45-day time period, the landlord  
742 may remit such sum to the State Treasurer as unclaimed property on a form prescribed by the administrator  
743 that includes the name, social security number, if known, and the last known address of each tenant on the  
744 rental agreement. If the landlord or managing agent is a real estate licensee, compliance with this

745 paragraph shall be deemed compliance with § 54.1-2108 and corresponding regulations of the Real Estate  
746 Board.

747         Nothing in this section shall be construed by a court of law or otherwise as entitling the tenant,  
748 upon the termination of the tenancy, to an immediate credit against the tenant's delinquent rent account in  
749 the amount of the security deposit. The landlord shall apply the security deposit in accordance with this  
750 section within the 45-day time period. However, provided the landlord has given prior written notice in  
751 accordance with this section, the landlord may withhold a reasonable portion of the security deposit to  
752 cover an amount of the balance due on the water, sewer, or other utility account that is an obligation of  
753 the tenant to a third-party provider under the rental agreement for the dwelling unit, and upon payment of  
754 such obligations the landlord shall provide written confirmation to the tenant within 10 days thereafter,  
755 along with payment to the tenant of any balance otherwise due to the tenant. In order to withhold such  
756 funds as part of the disposition of the security deposit, the landlord shall have so advised the tenant of his  
757 rights and obligations under this section in (a) a termination notice to the tenant in accordance with this  
758 chapter, (b) a vacating notice to the tenant in accordance with this section, or (c) a separate written notice  
759 to the tenant at least 15 days prior to the disposition of the security deposit. Any written notice to the  
760 tenant shall be given in accordance with § 55-248.6.

761         The tenant may provide the landlord with written confirmation of the payment of the final water,  
762 sewer, or other utility bill for the dwelling unit, in which case the landlord shall refund the security deposit,  
763 unless there are other authorized deductions, within the 45-day period, or if the tenant provides such  
764 written confirmation after the expiration of the 45-day period, the landlord shall refund any remaining  
765 balance of the security deposit held to the tenant within 10 days following the receipt of such written  
766 confirmation provided by the tenant. If the landlord otherwise receives confirmation of payment of the  
767 final water, sewer, or other utility bill for the dwelling unit, the landlord shall refund the security deposit,  
768 unless there are other authorized deductions, within the 45-day period.

769         Nothing in this section shall be construed to prohibit the landlord from making the disposition of  
770 the security deposit prior to the 45-day period and charging an administrative fee to the tenant for such

771 expedited processing, if the rental agreement so provides and the tenant requests expedited processing in  
772 a separate written document.

773           The landlord shall notify the tenant in writing of any deductions provided by this subsection to be  
774 made from the tenant's security deposit during the course of the tenancy. Such notification shall be made  
775 within 30 days of the date of the determination of the deduction and shall itemize the reasons in the same  
776 manner as provided in subsection B. Such notification shall not be required for deductions made less than  
777 30 days prior to the termination of the rental agreement. If the landlord willfully fails to comply with this  
778 section, the court shall order the return of the security deposit to the tenant, together with actual damages  
779 and reasonable attorney fees, unless the tenant owes rent to the landlord, in which case, the court shall  
780 order an amount equal to the security deposit credited against the rent due to the landlord. In the event that  
781 damages to the premises exceed the amount of the security deposit and require the services of a third party  
782 contractor, the landlord shall give written notice to the tenant advising him of that fact within the 45-day  
783 period. If notice is given as prescribed in this paragraph, the landlord shall have an additional 15-day  
784 period to provide an itemization of the damages and the cost of repair. This section shall not preclude the  
785 landlord or tenant from recovering other damages to which he may be entitled under this chapter. The  
786 holder of the landlord's interest in the premises at the time of the termination of the tenancy, regardless of  
787 how the interest is acquired or transferred, is bound by this section and shall be required to return any  
788 security deposit received by the original landlord that is duly owed to the tenant, whether or not such  
789 security deposit is transferred with the landlord's interest by law or equity, regardless of any contractual  
790 agreements between the original landlord and his successors in interest.

791           B. The landlord shall:

792           1. Maintain and itemize records for each tenant of all deductions from security deposits provided  
793 for under this section which the landlord has made by reason of a tenant's noncompliance with § 55-  
794 248.16, [or for any other reason set out herein](#), during the preceding two years; and

795           2. Permit a tenant or his authorized agent or attorney to inspect such tenant's records of deductions  
796 at any time during normal business hours.

797 C. Upon request by the landlord to a tenant to vacate, or within five days after receipt of notice by  
798 the landlord of the tenant's intent to vacate, the landlord shall provide written notice to the tenant of the  
799 tenant's right to be present at the landlord's inspection of the dwelling unit for the purpose of determining  
800 the amount of security deposit to be returned. If the tenant desires to be present when the landlord makes  
801 the inspection, he shall so advise the landlord in writing who, in turn, shall notify the tenant of the time  
802 and date of the inspection, which must be made within 72 hours of delivery of possession. Following the  
803 move-out inspection, the landlord shall provide the tenant with a written security deposit disposition  
804 statement, including an itemized list of damages. If additional damages are discovered by the landlord  
805 after the security deposit disposition has been made, nothing herein shall be construed to preclude the  
806 landlord from recovery of such damages against the tenant, provided, however, that the tenant may present  
807 into evidence a copy of the move-out report to support the tenant's position that such additional damages  
808 did not exist at the time of the move-out inspection.

809 D. If the tenant has any assignee or sublessee, the landlord shall be entitled to hold a security  
810 deposit from only one party in compliance with the provisions of this section.

811 **§ 55-248.16. Tenant to maintain dwelling unit.**

812 A. In addition to the provisions of the rental agreement, the tenant shall:

813 1. Comply with all obligations primarily imposed upon tenants by applicable provisions of  
814 building and housing codes materially affecting health and safety;

815 2. Keep that part of the dwelling unit and the part of the premises that he occupies and uses as  
816 clean and safe as the condition of the premises permit;

817 3. Keep that part of the dwelling unit and the part of the premises that he occupies free from insects  
818 and pests, as those terms are defined in § 3.2-3900, and to promptly notify the landlord of the existence  
819 of any insects or pests;

820 4. Remove from his dwelling unit all ashes, garbage, rubbish and other waste in a clean and safe  
821 manner and in the appropriate receptacles provided by the landlord;

822 5. Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition  
823 permits;

824           6. Use in a reasonable manner all utilities and all electrical, plumbing, sanitary, heating,  
825 ventilating, air-conditioning and other facilities and appliances including an elevator in a multifamily  
826 premises, and keep all utility services paid for by the tenant to the utility service provider or its agent on  
827 at all times during the term of the rental agreement;

828           7. Not deliberately or negligently destroy, deface, damage, impair or remove any part of the  
829 premises or permit any person to do so whether known by the tenant or not;

830           8. Not remove or tamper with a properly functioning smoke detector installed by the landlord,  
831 including removing any working batteries, so as to render the detector inoperative and shall maintain the  
832 smoke detector in accordance with the uniform set of standards for maintenance of smoke detectors  
833 established in the Uniform Statewide Building Code (§ 36-97 et seq.);

834           9. Not remove or tamper with a properly functioning carbon monoxide alarm installed by the  
835 landlord, including removing any working batteries, so as to render the carbon monoxide detector  
836 inoperative and shall maintain the carbon monoxide alarm in accordance with the uniform set of standards  
837 for maintenance of carbon monoxide alarms established in the Uniform Statewide Building Code (§ 36-  
838 97 et seq.);

839           10. Use reasonable efforts to maintain the dwelling unit and any other part of the premises that he  
840 occupies in such a condition as to prevent accumulation of moisture and the growth of mold, and to  
841 promptly notify the landlord of any moisture accumulation that occurs or of any visible evidence of mold  
842 discovered by the tenant;

843           11. Not paint or disturb painted surfaces or make alterations in the dwelling unit without the prior  
844 written approval of the landlord, provided that (i) the dwelling unit was constructed prior to 1978 and  
845 therefore requires the landlord to provide the tenant with lead-based paint disclosures and (ii) the landlord  
846 has provided the tenant with such disclosures and the rental agreement provides that the tenant is required  
847 to obtain the landlord's prior written approval before painting, disturbing painted surfaces, or making  
848 alterations in the dwelling unit;



849 12. Be responsible for his conduct and the conduct of other persons on the premises with his  
850 consent whether known by the tenant or not, to ensure that his neighbors' peaceful enjoyment of the  
851 premises will not be disturbed;

852 13. Abide by all reasonable rules and regulations imposed by the landlord;~~and~~

853 14. Be financially responsible for the added cost of treatment or extermination due to the tenant's  
854 unreasonable delay in reporting the existence of any insects or pests and be financially responsible for the  
855 cost of treatment or extermination due to the tenant's fault in failing to prevent infestation of any insects  
856 or pests in the area occupied; and

857 15. Use reasonable care to prevent any dog or other animal in possession of the tenant, authorized  
858 occupants, or guests or invitees from causing personal injuries to a third party in the dwelling unit or on  
859 the premises, or property damage to the dwelling unit or the premises.

860 B. If the duty imposed by subdivision A 1 is greater than any duty imposed by any other  
861 subdivision of that subsection, the tenant's duty shall be determined by reference to subdivision A 1.

862 § 55-248.21:3. Notice to tenant in event of foreclosure.

863 A. The landlord of a dwelling unit used as a single-family residence as defined in § 55-248.4 shall  
864 give written notice to the tenant or any prospective tenant of such dwelling unit that the landlord has  
865 received a notice of a mortgage default, mortgage acceleration, or foreclosure sale relative to the loan on  
866 the dwelling unit within five business days after written notice from the lender is received by the landlord.  
867 This requirement shall not apply (i) to any managing agent who does not receive a copy of such written  
868 notice from the lender or (ii) if the tenant or prospective tenant provides a copy of the written notice from  
869 the lender to the landlord or the managing agent.

870 B. If the landlord fails to provide the notice required by this section, the tenant shall have the right  
871 to terminate the rental agreement upon written notice to the landlord at least five business days prior to  
872 the effective date of termination. If the tenant terminates the rental agreement, the landlord shall make  
873 disposition of the tenant's security deposit in accordance with law or the provisions of the rental agreement,  
874 whichever is applicable.

875 C. If there is in effect at the date of the foreclosure sale a tenant in a residential dwelling unit  
876 foreclosed upon, the foreclosure shall act as a termination of the rental agreement by the owner. In such  
877 case, the tenant may remain in possession of such dwelling unit as a month-to-month tenant on the terms  
878 of the terminated rental agreement until the successor owner gives a notice of termination of such month-  
879 to-month tenancy. If the successor owner elects to terminate the month-to-month tenancy, written notice  
880 of such termination shall be given in accordance with the rental agreement or the provisions of § 55-222  
881 or 55-248.6, as applicable.

882 D. Unless or until the successor owner terminates the month-to-month tenancy, the terms of the  
883 terminated rental agreement remain in effect except that the tenant shall make rental payments (i) to the  
884 successor owner as directed in a written notice to the tenant in this subsection; (ii) to the managing agent  
885 of the owner, if any, or successor owner; or (iii) into a court escrow account pursuant to the provisions of  
886 § 55-248.27; however, there is no obligation of a tenant to file a tenant's assertion and pay rent into escrow.  
887 Where there is not a managing agent designated in the terminated rental agreement, the tenant shall remain  
888 obligated for payment of the rent but shall not be held to be delinquent or assessed a late charge until the  
889 successor owner provides written notice identifying the name, address, and telephone number of the party  
890 to which the rent should be paid.

891 E. The successor owner may enter into a new rental agreement with the tenant in the dwelling unit,  
892 in which case, upon the commencement date of the new rental agreement, the month-to-month tenancy  
893 shall terminate.

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